

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 15-60326
Summary Calendar

CHESAPEAKE ENERGY CORPORATION, and its wholly owned subsidiary
Chesapeake Operating, Incorporated,

Petitioner Cross–Respondent,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent Cross–Petitioner.

On Petition for Review and Cross-Application for Enforcement of an Order
of the National Labor Relations Board
NLRB No. 14-CA-100530

Before KING, CLEMENT, and OWEN, Circuit Judges.

THIS CAUSE came to be heard upon a petition filed by Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc. to review an Order of the National Labor Relations Board dated April 30, 2015, in Case No. 14-CA-100530, reported at 362 NLRB No. 80, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court has considered the briefs and the agency record filed in this cause. On February 12, 2016, the Court handed down its opinion granting in part the petition of Chesapeake Energy Corp. and its wholly owned

No. 15-60326

subsidiary Chesapeake Operating, Inc., and granting in part the Board's cross-petition for enforcement.

In conformity therewith, it is hereby ORDERED AND ADJUDGED by the United States Court of Appeals for the Fifth Circuit that Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc.'s petition for review of the Board's Order deeming the Agreement unlawful is GRANTED. It is further ORDERED AND ADJUDGED that the Board's Order concluding that the Agreement violated 29 U.S.C. § 158(a)(1) because it reasonably could be construed as prohibiting employees from filing an unfair-labor-practice charge is ENFORCED. Accordingly, Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from
 - (a) Maintaining a mandatory arbitration agreement that employees reasonably would believe bars or restricts the right to file charges with the National Labor Relations Board.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Rescind or revise the Arbitration Agreement and Dispute Resolution Policy ("Agreement") in all of its forms to make clear to employees that the Agreement does not restrict employees' right to file charges with the National Labor Relations Board.

No. 15-60326

- (b) Notify all current and former employees who were required to sign the Agreement that it has been rescinded or revised, and, if revised, provide them a copy of the revised Agreement.
- (c) Within 14 days after service by the Region, post at their Oklahoma City, Oklahoma facilities, and at all other facilities where the Agreement is or has been in effect, copies of the notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondents' authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondents customarily communicate with their employees by such means. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondents have gone out of business or closed the facility involved in these proceedings, the Respondents shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since September 18, 2012.
- (d) Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region

No. 15-60326

attesting to the steps that the Respondents have taken to
comply.

ENTERED: December 2, 2016



**Certified as a true copy and issued
as the mandate on Jan 24, 2017**

Attest:

Jyle W. Cayce
Clerk, U.S. Court of Appeals, Fifth Circuit

No. 15-60326

APPENDIX NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT maintain a mandatory arbitration agreement that employees reasonably would believe bars or restricts the right to file charges with the National Labor Relations Board.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL rescind or revise the Arbitration Agreement and Dispute Resolution Policy in all of its forms to make clear that it does not restrict your right to file charges with the National Labor Relations Board.

WE WILL notify all current and former employees who were required to sign the arbitration agreement that it has been rescinded or revised and, if revised, provide them a copy of the revised agreement.

**CHESAPEAKE ENERGY CORPORATION AND ITS
WHOLLY OWNED SUBSIDIARY CHESAPEAKE
OPERATING, INC.**

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/14-CA-100530 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570, or by calling (202) 273-1940.

No. 15-60326

